NORTH CAROLINA

FACILITIES USE AGREEMENT

CHATHAM COUNTY

This Facilities Use Agreement ("Agreement") is entered into this _____day of _____, 2018, by and between Chatham County, North Carolina, a body politic and corporate of the State of North Carolina, and the Chatham County Board of Elections, a separate legal entity of Chatham County (collectively "County") and _____ ("Owner")

W I T N E S S E T H:

WHEREAS, County provides for elections within Chatham County at several voting locations and precincts as mandated by the North Carolina General Statutes; and

WHEREAS, in order to provide this mandated service County has historically used locations such as schools, fire departments, and libraries, some of which are owned by County and some of which are owned by other parties ; and

WHEREAS, County has determined that it is in its best interest to secure voting locations for and during all election periods, including primaries, by entering into agreements with private property owners;

NOW, THEREFORE, for and in consideration of the premises and the promises and covenants contained herein, and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, the undersigned Owner and County agree as follows:

1. Owner shall provide space in Owner's building located at _____(the "Property"), and more particularly described on Appendix 1 attached hereto, for use by County for all election needs, including primaries where applicable as an election site or Precinct.
2. Owner shall make said Property available at regular election hours on Election Day, including the time necessary for set up and take down of election equipment and materials.
3. County shall pay Owner a one time, flat fee per usage of $100.
4. County shall provide all employees or volunteers necessary for the election process.
5. County shall indemnify and hold Owner harmless from any and all damages caused to the Property by County's use, including personal injury caused by voters coming on or about the Property during regularly scheduled election events or days, or caused by County's negligent acts or omissions; provided, however, Owner shall be responsible for injuries caused by its negligent acts, the acts or omissions of Owner's employees and invitees, or damage to portions of the Property not under the control of County.
6. This Agreement shall automatically renew unless the site notifies the Board of Elections in writing at least six (6) months prior use that it wishes to terminate this Agreement.

CHATHAM COUNTY

BY: _____
Dan LaMontagne, County Manager

OWNER

BY: _____
Authorized Signature

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____Roy Lynch, Finance Director

SAMPLE

Date:

Polling Place Usage Agreement
Early Voting Site

1. This agreement made and entered into between _____(hereinafter called the Host) and the Durham County Board of Elections (hereinafter called the Election Office).

2. The Host agrees to allow the following building/room (herein after referred to as "premises") to be used by the Election Office as a voting place for the **November 5th, 2024** Early Voting Period, which covers from **October 17th – November 2nd, 2024**. The location to be used is known as _____. . The use shall include parking that is necessary for the effective use of the premises as a voting site. The use shall also include the use of any part of the premises that is needed to allow curbside voting and accessibility for disabled voters or voters with special needs. The use shall include parking that is necessary for the effective use of the premises as a voting place.

3. The use of the premises as a voting place for early voting shall continue as specified herein until the Host or Elections Office gives the other at least 90 days' notice, prior to the start of voting, of the termination of this usage agreement or the agreement is otherwise terminated by mutual consent.

4. Any on-premises restroom or break room facilities needed by the elections office to service the needs of its poll workers shall be made available. The Elections Office will leave the restroom and break room facilities in as good and clean condition as they were prior to use.

5. The Host agrees to open the premises to be used prior to the start of early voting as needed for setup, during voting itself, and after the early voting period for the removal of equipment by the Election Office as needed. Election equipment needed to conduct the election will be delivered to the premises and fully setup by the Elections Office delivery service within two days prior to the start of early voting at a time coordinated

with the host. Upon delivery and setup of the voting equipment, access to the designated voting area shall not be permitted unless authorized by the Election Office. All equipment will be removed on the day following the close of the early voting period. The Elections Office will leave the premises in as good and clean condition as they were prior to use.

6. The Host agrees to prohibit possession or use of firearms on the premises while the facility is being used as a voting site for the early voting period. This prohibition does not apply to law enforcement or individuals providing security for the facility.

7. The Host agrees to allow signs and electioneering on the premises during the early voting period in areas no less than 25ft and no greater than 50ft from the entrance door to the voting place. The election office will inform candidates, electioneers and other interested parties of these restrictions. The election office will also make every effort to inform all interested parties of the requirement to retrieve signs from voting sites within the timeframe established by law.

8. The Board of Elections agrees to compensate in the amount of **$0** for use of the site during the full Early Voting Period.

9. To the fullest extent permitted by applicable law the Board of Elections shall indemnify the Host and its officers, directors, successors, assigns, agents and servants (collectively, the "Indemnified Parties") from and against, any and all liabilities, obligations, losses, damages, actions and suits, and any and all reasonable costs, expenses (including reasonable legal fees and expenses) of any kind and nature whatsoever which may at any time be imposed on, incurred by, or asserted against the Host or any Indemnified Party in any way relating to or arising out of this Agreement, based on the negligence of the Board of Elections during the performance of this Agreement. Notwithstanding, nothing contained herein shall serve as a waiver of the COUNTY'S governmental immunity, which immunity is hereby reserved by the Board of Elections.

10. The Host and Elections Office pledge to work with one another in a cooperative fashion and to keep each other fully and properly informed of developments that might adversely affect the use of the premises as a voting site. The parties shall endeavor to reach mutual agreements that will allow the normal functions of the premises to continue if possible, during use by the election office, but with the understanding that the election office's voting site use must not be unreasonably hindered.

Director Durham County Board of Elections	Date
Host	Date

The pre-audit statement is:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Contract Act.

Tiffany Murray, Durham County Chief Financial Officer

Date:

Polling Place Usage Agreement
Private Building

1. This agreement made and entered into between _____ (hereinafter called the Host) and the Durham County Board of Elections (hereinafter called the election office).

2. The Host agrees to allow the following building/room (herein after referred to as "premises") to be used by the election office as a voting place for Durham County Precinct _____. The location to be used is known as _____. The use shall include parking that is necessary for the effective use of the premises as a voting place. The use shall also include the use of any part of the premises that is needed to allow curbside voting and accessibility for disabled voters or voters with special needs. The use shall include parking that is necessary for the effective use of the premises as a voting place.

3. It is understood that the premises to be used as a voting place is not supported in whole or part by tax revenues and that its use as a voting location is by mutual agreement of the parties. The use of the premises as a voting place shall continue indefinitely until the Host or Elections Office gives the other at least 90 days' notice of the termination of this usage agreement or the agreement is otherwise terminated by mutual consent.

4. The Elections Office will provide notice of use no later than 90 days prior to each scheduled election event.

5. Any on-premises restroom or break room facilities needed by the Elections Office to service the needs of its poll workers shall be made available. The Elections Office will leave the restroom and break room facilities in as good and clean condition as they were prior to use.

6. The Host agrees to open the premises to be used prior to the election as needed for setup, on Election Day itself, and after the election for removal of equipment by the Elections Office as needed. Election equipment needed to conduct the election will be delivered to the premises and fully setup by the Elections Office delivery service within two days prior to the election at a time coordinated with the Host. Upon delivery and setup of the voting equipment, access to the designated voting area shall not be permitted unless authorized by the election office. All

equipment will be removed on the day following the election. The Elections Office will leave the premises in as good and clean condition as they were prior to use.

7. The Host agrees to prohibit possession or use of firearms on the premises while the facility is being used as a polling place on Election Day. This prohibition does not apply to law enforcement or individuals providing security for the facility.

8. The premises covered by this agreement is not a public building within the meaning of N.C. Gen. Stat. § 163-129 and 163-166.4 and as such election related activity may be restricted on Election Day as per the provisions of N.C. Gen. Stat. § 163-166.4. Notwithstanding these provisions, the Host agrees to allow signs and electioneering on the premises on Election Day in areas no less than 25ft and no greater than 50ft from the entrance door to the voting place. The election office will inform candidates, electioneers and other interested parties of these restrictions. The election office will also make every effort to inform all interested parties of the requirement to retrieve signs from polling place facilities within the timeframe established by law.

9. Pursuant to N.C. Gen. Stat. §163-166.4(c)(4), other than Election Day, the facility will:

   a. **Permit** candidates to place political advertising at the location for at least 36 hours prior to the opening of the polling place and allow retrieval of political advertising until at least 36 hours following the close of the polls. If political advertising is not placed and/or removed as stipulated above, the facility reserves the right to remove and discard said political advertising.

   b. **Not permit** candidates to place political advertising at the location for at least 36 hours prior to the opening of the polling place and allow retrieval of political advertising until at least 36 hours following the close of the polls.

10. The Board of Elections agrees to compensate the facility in the amount of: **$_____** for each election event that the facility's use is required as previously agreed upon.

11. To the fullest extent permitted by applicable law the Board of Elections shall indemnify the Host and its officers, directors, successors, assigns, agents and servants (collectively, the "Indemnified Parties") from and against, any and all liabilities, obligations, losses, damages,

actions and suits, and any and all reasonable costs, expenses (including reasonable legal fees and expenses) of any kind and nature whatsoever which may at any time be imposed on, incurred by, or asserted against the Host or any Indemnified Party in any way relating to or arising out of this Agreement, based on the negligence of the Board of Elections during the performance of this Agreement. Notwithstanding, nothing contained herein shall serve as a waiver of the COUNTY'S governmental immunity, which immunity is hereby reserved by the Board of Elections.

12. The Host and Elections Office pledge to work with one another in a corporative fashion and to keep each other fully and properly informed of developments that might adversely affect the use of the premises as a voting place. The parties shall endeavor to reach mutual agreements that will allow the normal functions of the premises to continue if possible during use by the Elections Office, but with the understanding that the Elections Office's voting place use must not be unreasonably hindered.

_____ _____

Director Date
Durham County Board of Elections

_____ _____

Host Date

The pre-audit statement is:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Contract Act.

_____

Tiffany Murray, Durham County Chief Financial Officer

FACILITES USE AGREEMENT

STATE OF NORTH CAROLINA, PERQUIMANS COUNTY

This Agreement defines the terms and conditions allowing the Perquimans County Board of Elections to use the Facility (hereinafter defined) as a Voting location.

1. Parties to the Agreement

Perquimans County Board of Elections ("PCBE")
Phone: (252) 426-5598 Email: jackiegreene@perquimanscountync.gov
Mailing address: P.O. Box 336, Hertford, NC 27944

AND

The Facility as identified in Section 11.

2. Length of Agreement

This Agreement commences on the date signed by both parties and continues until proper notice of cancellation is given by either party. Either party may terminate the Agreement with 60 days' written notice, except, in accordance with North Carolina law, **no such notices can be given during the period beginning 45 days prior to an election.**

3. Payment for Use

The Facility agrees to donate the use of the premises unless otherwise provided in Section 11.

N.C. Gen. Stat. §163-129(a) specifies: "[T]he county board of elections shall be entitled to demand and use any school or other State, county, or municipal building, or a part thereof, or any other building, or a part thereof, which is supported or maintained, in whole or in part by or through tax revenues provided, however, that this section shall not be construed to permit any board of elections to demand and use any tax exempt church property for such purposes without the express consent of the individual church involved, for the purpose of conducting registration and voting for any primary or election, and it may require that the requisitioned premises, or a part thereof, be vacated for these purposes.

4. Premises

The facility agrees that PCBE may use the building(s)/room(s) for all Primaries, Second Primaries, General Elections and Special Elections prescribed by law, as provided in Section 11. The Facility agrees not to change the location of the building(s)/room(s) so designated, except as provided in Section 6 of this Agreement. Upcoming dates are given in the Appendix. In addition to this the Facility will need to provide a key or other method needed to access the building. This information will be shared with the Chief Judge of said precinct.

The building(s)/room(s) provided in Section 11 shall be used by PCBE as a Voting place and be for the **exclusive use of PCBE on the day prior to the election** (for poll workers to set up the precinct) until the poll workers have completed the pack up of the precinct on election day. The Facility may engage in its usual and customary use of any other building(s)/room(s) to the extent that this does not impact PCBE's use of the premises**.**

By statute, only voters, employees of PCBE, poll workers, party observers, and first responders are allowed inside the Voting place when the polls are open.

The PCBE will deliver cages that contain all voting equipment on the Monday before election day. If the Facility has special circumstances requiring a later delivery on that day, please indicate this in Section 11. Voting equipment must be kept in secure cages and cannot be moved except by PCBE/or its agents. PCBE agrees to remove all election materials and small voting equipment from inside and outside the premises by the Wednesday after election day. PCBOE will remind candidates of the need to remove campaign items displayed outside the premises after the election, but PCBE is not responsible for removal of those signs.

5. Parking

The Facility gives PCBE the right to use the parking spaces on the premises on a non-exclusive basis. The Facility agrees to ensure that sufficient parking spaces are available for poll workers and voters to allow the effective operation of the premises as a Voting place. The Facility agrees to ensure all designated disabled parking spaces are available for disabled poll workers or voters.

6. Changes

Pursuant to N.C. Gen. Stat. § 163-128(b), PCBOE is required to give 45-days' notice to the public of ANY changes to a Voting place. This includes changes to the building(s) or room(s) inside the building or the entrance(s) and exit(s) thereto. The Facility agrees that no changes will be made to a voting place less than 45 days before the election and the Facility will avoid scheduling any repairs, maintenance or other uses of the premises which would impact PCBE's use of the parking area, building(s), room(s), entrances or exits for an election. The Facility agrees to notify PCBE immediately of any emergency situation which may affect the use of the premises as a voting place. If there is a proposed change in the location of the voting place, the new location must be surveyed by PCBE and found to be compliant with the Americans with Disability Act before such change is approved.

7. Utilities to be Provided by Facility

For each election, and for the setting-up of the precinct, the Facility agrees to provide basic utilities including water, electricity and electric outlets, lighting, restrooms, and garbage containers. PCBE workers will leave restrooms/breakrooms in the same condition as found.

8. Mutual Indemnification

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party. The parties agree that nothing in this Agreement constitutes a waiver of sovereign/governmental immunity, and that Perquimans County's obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to the County's self-insured claim policies and state law.

9. Government Accounting Standard Board

PCBE and Facility agree to abide by the Government Accounting Standards Board (GASB) lease accounting standards for governments following GASB accounting standards (GASB Lease Rules) issued in June 2017. The parties acknowledge that GASB § 87 accounting standards will be effective for reporting periods beginning after December 15, 2019. The parties will also provide a copy of this lease to their respective accounting professionals.

10. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina, and should any claim or dispute arise between the Parties that cannot be resolved amicably, then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Perquimans County, North Carolina, which shall have venue and jurisdiction over the subject matter and the Parties. All rights and remedies of the County under this Agreement shall be cumulative, and none shall exclude any other rights or remedies allowed by law or by equity. The Parties hereby agree that this paragraph establishes the exclusive and sole venue and jurisdiction for any legal proceeding in Perquimans County, North Carolina.

11. Signage

The Perquimans County Board of Elections shall ensure that each precinct voting place permits candidates to place and retrieve political advertising at least 36 hours prior to the opening of the voting place and at least 36 hours after the close of the voting place, as provided by G.S 163-166.01. Any political advertising placed outside the times specified may be removed by the property owner. 2019 N.C. Sess. Laws 119. Sec. 1.5.(a) (amending G.S. § 163-129)).

12. Contact Sheet for Precinct Name _____

PLEASE COMPLETE ALL INFORMATION FULLY

Facility Name: _____ (the "Facility")

Street Address: _____

Mailing Address *(if different):* _____

Main Contact *(to provide access)*: _____ Title: _____

Email: _____

Day Time Number: _____ Evening Number: _____

Emergency Contact: (*required in case the main contact is unavailable*) _____

Day Time Number: _____ Evening Number: _____

Name or other identification of building(s)/room(s) to be used by PCBOE *(please specify if a different building/room(s) will be allocated based on the type of election)*: _____

_____

Location to store large voting equipment before the election: _____

Security code for access/location of keypad: _____

Use and Access – please check boxes as appropriate.

☐ Access to restrooms for VOTERS (access to *restrooms for poll workers is required*)

☐ Access to breakrooms for poll workers

☐ Tables available – how many and where located _____

☐ Chairs available – how many and where located _____

☐ Regular Delivery of Voting Equipment on Thursday before election

OR

☐ Special Delivery of Voting Equipment is required on Monday before the election due to special circumstances. See dates in Appendix.

☐ Facility charges a rental fee of $ _____ per election, as negotiated with PCBOE. *See Section 3 for Facilities supported by tax revenues.*

The individual signing below has the authority to sign this Agreement on behalf of the Facility. A copy of this document will be mailed for your records.

In witness whereof, the parties have executed this Agreement this _____ day of _____, 20_____.

Name: _____ **Title:** _____ **Signature:** _____

PCBE Name: _____ **Title:** _____ **Signature:** _____

Please return to the PCBE office

PO Box 336 Hertford, NC 27944

APPENDIX: DATES FOR 2023/24

PLEASE MARK THESE DATES ON THE FACILITY'S CALENDAR

Municipal Election – East Hertford, West Hertford, and Parkville Precinct ONLY (Confirmed)

11/6/2023 Regular delivery of voting equipment
11/7/2023 Municipal Election
11/8/2023 Equipment Pick

First Primary Election (Confirmed)

3/4/2024 Regular delivery of voting equipment
3/5/2024 Primary Election
3/6/2024 Equipment Pick-up

Second Primary Election Non-Federal – (if necessary) – to be confirmed

4/22/2024 Regular delivery of voting equipment
4/23/2024 Second Primary Election
4/24/2024 Equipment Pick-up

Second Primary Election Federal (if necessary) – to be confirmed

5/13/2024 Regular delivery of voting equipment
5/14//2024 Second Primary Election
5/15/2024 Equipment Pick-Up

General Election (Confirmed)

11/4/2024 Regular delivery of voting equipment
11/05/2024 General Election
11/6/2024 Equipment Pick-up

PERSON COUNTY

OFFICE OF THE BOARD OF ELECTIONS
331 South Morgan Street
Roxboro, NC 27573
336-597-1727
FAX 336-598-0300

USE OF FACILITY AGREEMENT
BETWEEN
PERSON COUNTY BOARD OF ELECTIONS
AND
GREATER CLEGGS CHAPEL COMMUNITY MISSIONARY CHURCH

1. Greater Cleggs Chapel Community Missionary Baptist Church located at 2601 Surl Mt. Tirzah Rd., Timberlake, NC 27583 agrees to allow the Person County Board of Elections to use its facility as a voting place for the Mt. Tirzah Precinct.

2. A key shall be provided by the Greater Cleggs Chapel Community Missionary Baptist Church for use by the Person County Board of Elections personnel for the day prior to, the day of, and the day after the General Election on November 08, 2022. The voting equipment needed to conduct the election will be delivered by the Board of Elections delivery service to the premises the day prior to the election. Such equipment will be removed no later than 5:00pm on Wednesday, November 09, 2022.

3. The voting enclosure shall be the vestibule area, with access to the hallway and bathrooms located next to the vestibule. The choir room will be made available for the precinct officials to take breaks and tables and chairs will be available as needed.

4. The use shall include the parking that is necessary for the effective use of the premises needed to vote inside, as well as, to allow for curbside and accessibility for disabled voters and/or voters with special needs.

5. There shall be no smoking or alcoholic beverages on the property.

6. There shall be no political signage placed upon the buildings and political signage may only be placed in designated areas of the grounds. The area designated for this purpose is near the entrance of the voting enclosure, and all signs shall be removed no later than 24 hours after the election.

7. In accordance with NCGS 163-166.4, a designated electioneering area shall be adjacent to the buffer zone which shall be a minimum of 25 feet from the entrance and would be provided for persons electioneering on Election Day. Each candidate shall be advised of this rule when they file to run for office.

8. The premises covered by this agreement are not public property with the meaning of NCGS 163-166.4 and as such election related activity may be restricted on Election Day as per the provisions of NCGS 163-166.4.

9. The Person County Precinct Officials shall place the tables, chairs and other furnishings as found, remove all trash, make certain all lights are turned off, and ensure that the building is locked securely before leaving the premises. Further, the Person County Board of Elections agrees to leave the restrooms, choir room, and voting enclosure in as good and clean condition as they were prior to use.

10. It is understood that the premises to be used as a voting place are not supported in whole or part by tax revenues and that its use as a voting location is by mutual agreement of the parties.

11. The Person County Board of Elections and Greater Cleggs Chapel Community Missionary Baptist Church located pledge to work with one another in a cooperative fashion and to keep each other fully and promptly informed of developments that might adversely affect the use of the premises as a voting place. The parties shall have a mutual understanding that the premises can be used for no other reason than voting and voting-related activity the day prior to the election, on Election Day, and the day following the election.

12. The Greater Cleggs Chapel Community Missionary Baptist Church agrees to follow the Person County Board of Elections use of the premises, including premises furnishings at NO COST with the stipulation that the premises are left in as good and clean condition as it was prior to the board of elections using it.

This agreement entered into this the _____ day of _____

_____
Greater Cleggs Chapel Community Missionary Church Representative

_____
Person County Board of Elections Representative

Gmail

Amanda Allen - BOE <amandaallen@jacksonnc.org>

RE: [NCADE] Seeking Sample Voting Site Agreements

Tabitha Collingwood <tcollingwood@stanlycountync.gov> Fri, Jun 14, 2024 at 9:25 AM
To: amandaallen@jacksonnc.org

Good Morning,

We have also struggled with this issue. Over the years we have improved the process by implementing the attached polling place agreement with an attachment page detailing what is needed and provided. Our county attorney assisted in drafting this agreement so you may want to consult with yours when deciding what you would like it to contain (even though many of the buildings we use are county buildings, we still have an agreement in place). We have a slightly different agreement for private facilities (also attached).

The biggest improvement was when we started increasing the amount of communication with our facilities during the election year. Here is a brief outline of that:

1. December or January send Memo with all potential elections dates that year so they can reserve the areas well in advance along with a copy of sign ordinances for campaigning.

2. Send Polling place reservation form , copy of liability insurance, and copy of agreement approx 2-3 months before election to obtain contact information and access information. **This is sent before every time we are going to use the facility; Primary, 2nd primary, and general.*

3. A copy of the completed reservation form and agreement is provided to the chief judge at training. The Chief judge is responsible for visiting the site the week before the election (one time the room we were going to be using was turned into storage and no one knew it...). They will reconfirm with the facility there are no issues with provided items, and contacts have not changed. The Chief Judge also calls each contact person to verify phone numbers and to make sure they are aware of the dates and times we will be there. They also call the emergency contact person to ensure they know they are the emergency contact for that day. (You wouldn't believe how many times someone is listed as an emergency contact on a form and when we call them they had no idea they were listed and won't be available on those dates ...)

We have found repetition is best. We have been in the position where our contact person has left the facility and no one knew we were coming or they simply didn't relay the information to the correct person. On the other hand you have facilities that complain about filling out the reservation form every year because 'nothing has changed' but we all know when it does is when we have problems. No perfect scenario I guess but I hope this helps.

On Thu, Jun 13, 2024 at 4:55 PM amandaallen via groups.io <amandaallen=jacksonnc.org@groups.io> wrote:

> I'm trying to tighten up documentation for voting sites and want to improve our agreements. This will help delineate what we can/can't do or access; what we need/don't need; what will/won't be provided; along with basic logistics of dates, times, rates, contacts etc. - all things that have been misunderstood in the past! I want to make sure we're detailed and clear (and cover our tails!) without being overly burdensome and litigious. We try to be good stewards and build positive community relationships, but we need stronger documentation to avoid problems.
>
> Do any of you have samples of voting sites agreements that have been really effective (for both BOE and the site contact) and that you would be willing to share?
>
> Thanks!
>
> _.-._.-._.-._

Groups.io Links:

You receive all messages sent to this group.

View/Reply Online (#2361) | Reply To Sender | Mute This Topic | New Topic
Your Subscription | Contact Group Owner | Unsubscribe [tcollingwood@stanlycountync.gov]

_.-._.-._.-._

Pursuant to North Carolina General Statutes, Chapter 132, email correspondence to and from this address may be considered public record under North Carolina Public record Laws and may be disclosed to third parties.

4 attachments

2024 Primary Memo to ED (2).pdf
132K

2024 General Paper Reservation Form ED.pdf
72K

0024 Furr 1 (1).pdf
1282K

Polling Place Usage Agreement Public Bldg 11-20-17.doc (1).pdf
29K

Polling Place Usage Agreement

Public Buildings

1. This contract made and entered into between Stanly County Schools (hereinafter referred to as "lessor") and the Stanly County Board of Elections (hereinafter referred to as "lessee").

2. The lessor agrees to allow the following facility/building/room(s) (hereinafter referred to as "premises") to be used by the lessee as a voting place for the Furr #1 Precinct. The location to be used is known as Locust Elementary School Gym and has an address of 103 School Rd, Locust, NC 28097 The use shall include parking that is necessary for the effective use of the premises as a voting place. The use shall also include the use of any part of the premises that is needed to allow curbside voting and accessibility for disabled voters or voters with special needs.

3. It is understood that the premises to be used as a voting place are supported in whole or part by tax revenues and that by operation of G.S. 163-129; the lessee has the right to demand and use such premises. The use of the premises as a voting place shall continue indefinitely until mutual agreement between the lessor and lessee provides otherwise.

4. The lessor agrees to provide the on-premises furnishings to the lessee for use on Election Day as listed in Attachment A.

5. The lessee may install a single telephone or communication line for its use only, at the premises acceptable to both the lessor and lessee. All costs of installation and service are the responsibility of the lessee.

JUL 2 3 2021

RB

6. Further, any on-premises restroom or break room facilities needed by the lessee to service the needs of its poll workers shall be made available. If at all possible, restrooms only shall be also made available to members of the public on the premises for election purposes. The lessee will leave the restroom and break room facilities in as good and clean condition as they were prior to use.

7. The lessor further agrees to open the premises to be used prior to the election as needed for setup, on Election Day itself, and after the election for removal of equipment by the lessee. Election equipment needed to conduct the election will be delivered by the lessee's delivery service to the premises used before the election at a time coordinated with the lessor. All such equipment will be removed no later than immediately following the election on the day after Election Day or as otherwise agreed upon by the parties. Access may be provided otherwise by mutual consent, including, but not limited to, the providing of a key on terms and conditions agreed to by the parties. Further, the election staff shall put back in place any furnishings within the premises that were moved to accommodate use of the facility as a polling place. The lessee will leave the premises in as good and clean condition as they were prior to use.

8. The lessee and election staff will ensure that all election materials resulting from such election-related activity are removed from the outside of the premises prior to leaving on Election Day. The lessee will further inform all candidates of the need to remove campaign items located at the premises after the election.

9. The lessor and lessee pledge to work with one another in a cooperative fashion and to keep each other fully and promptly informed of developments that might adversely affect the use of the premises as a voting place. The parties shall endeavor to reach mutual agreements that will allow the normal functions of the premises to continue if possible during use by the lessee, but with the understanding that the lessee's voting place use must not be unreasonably hindered.

R W Bonnie — 11-2-2021

Lessee — Date

Stanly County Board of Elections

[signature] — 7/19/2021

Lessor — Date

JUL 2 3 2021

Polling Place Usage Agreement

Public Buildings

JUL 2 3 2021

Attachment A

(Furr 1)

Lessor to provide:

- (8) rectangular tables
- (9) chairs
- secure voting area by relocating or rescheduling any classes, meetings, or events planned in the gym

Additional notes:

- voters will park in first lot on left when turning into school entrance from HWY 24/27

Date Issued: 07-2021

Lessor Initials: DWR

Lessee Initials: RB

POLLING PLACE RESERVATION FORM FOR: _____

The **Stanly County Board of Elections** requests the use of your facility for the following dates:

	General
Equipment Delivery	Wednesday- October 16, 2024 8:30 am - 12:00 pm
Setup	Wednesday - October 16, 2024 12:00 am - 2:00 pm
Early Voting	Thursday - October 17th until Saturday - November 2nd (daily 7:30am - approx. 8:30pm)
Equipment Pick-up	Monday - November 4, 2024 8:30 am-5:00 pm

1. Please acknowledge below if the items listed on the Attachment page of the Usage Agreement will be provided:

   ☐ **Yes the requests listed on the Attachment page will be provided**

   ☐ **No the requests are no longer available because of the following reason:**_____

   _____

2. Provide a contact person for the facility and **indicate** how access will be given.

   _____

   (Name) ***(day phone)*** ***(day email)***

   ☐ **Yes (2) keys will be provided** to the Chief Judge no later than March 4th

   ☐ **No keys provided, contact person listed above will give access to the facility** during the days and times listed above

3. Provide an **Emergency contact person** (must be different than person listed above):

   _____

   (Name) ***(day phone)*** ***(evening phone)*** ***(cell or other)***

4. Indicate if the facility has an evacuation and/or emergency plan:

   ☐ **Yes (provide a copy of plan with this form)**

   ☐ **No**

5. Please make sure to inform staff that a parking area closest to the voter entrance will be reserved for voter parking.

6. Printed Name:_____

   Signature:_____Date:_____

Keep a copy of this form for your records & return the original to:

Stanly County Board of Elections
PO BOX 1309, Albemalre, NC 28002
Email: elections@stanlycountync.gov

BOARD OF ELECTIONS
STANLY COUNTY

1000 NORTH FIRST STREET- SUITE 16
PO BOX 1309 ALBEMARLE, NC 28002
TELEPHONE (704)-986-3647
FAX (704)986-3798
WWW.VOTESTANLYCOUNTYNC.GOV
ELECTIONS@STANLYCOUNTYNC.GOV

Ronald W. Burris, Chair
Joanne N. Hesley, Secretary
Curtis S. Smith, Member
Frank S. Sparger, Member
William N. Rigsbee Jr., Member
Kimberly Blackwelder, Director

MEMO

To: Stanly County Polling Places

From: Tabitha Collingwood, Assistant Director

CC: Kimberly Blackwelder, Director

Date: **November 1, 2023**

Re: 2024 Election Schedule- Election Day Polling Place Reservation Form

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Please reserve the following dates at your facility for the 2024 election year:

Primary: **March 4th until March 6th 2024**

Second Primary: May 13th until May 15th 2024

General: **November 4th until November 6th 2024**

Primary Day is March 5th, voting will take place from 6:30AM-7:30PM at all precincts. Residents of Stanly County should vote at their assigned precinct on Primary Day.

In an attempt to simplify the Polling Place reservation process, we have created an online form for you to provide the facility and contact person information. Use this link: https://seam.ly/tRL82bFy to access the form. **Please complete and return the Reservation Form no later than December 1, 2023.**

To help assist you with questions concerning campaign signs, we have included a copy of Stanly County's Sign Ordinances and each municipality's ordinances. This information is also provided to the candidates when they file for office. Please review the facility sign policies listed on page 4 and contact us if any updates need to be made for your facility.

Thank you for your cooperation and your service as a polling place for the County of Stanly. If you have any questions, contact our office at 704-986-3647.

Polling Place Usage Agreement

Public Buildings

1. This contract made and entered into between _____ (hereinafter referred to as "lessor") and the Stanly County Board of Elections (hereinafter referred to as "lessee").

2. The lessor agrees to allow the following facility/building/room(s) (hereinafter referred to as "premises") to be used by the lessee as a voting place for the _____ Precinct. The location to be used is known as _____ and has an address of _____. The use shall include parking that is necessary for the effective use of the premises as a voting place. The use shall also include the use of any part of the premises that is needed to allow curbside voting and accessibility for disabled voters or voters with special needs.

3. It is understood that the premises to be used as a voting place are supported in whole or part by tax revenues and that by operation of G.S. 163-129; the lessee has the right to demand and use such premises. The use of the premises as a voting place shall continue indefinitely until mutual agreement between the lessor and lessee provides otherwise.

4. The lessor agrees to provide the on-premises furnishings to the lessee for use on Election Day as listed in Attachment A.

5. The lessee may install a single telephone or communication line for its use only, at the premises acceptable to both the lessor and lessee. All costs of installation and service are the responsibility of the lessee.

6. Further, any on-premises restroom or break room facilities needed by the lessee to service the needs of its poll workers shall be made available. If at all possible, restrooms only shall be also made available to members of the public on the premises for election purposes. The lessee will leave the restroom and break room facilities in as good and clean condition as they were prior to use.

7. The lessor further agrees to open the premises to be used prior to the election as needed for setup, on Election Day itself, and after the election for removal of equipment by the lessee. Election equipment needed to conduct the election will be delivered by the lessee's delivery service to the premises used before the election at a time coordinated with the lessor. All such equipment will be removed no later than immediately following the election on the day after Election Day or as otherwise agreed upon by the parties. Access may be provided otherwise by mutual consent, including, but not limited to, the providing of a key on terms and conditions agreed to by the parties. Further, the election staff shall put back in place any furnishings within the premises that were moved to accommodate use of the facility as a polling place. The lessee will leave the premises in as good and clean condition as they were prior to use.

8. The lessee and election staff will ensure that all election materials resulting from such election-related activity are removed from the outside of the premises prior to leaving on Election Day. The lessee will further inform all candidates of the need to remove campaign items located at the premises after the election.

9. The lessor and lessee pledge to work with one another in a cooperative fashion and to keep each other fully and promptly informed of developments that might adversely affect the use of the premises as a voting place. The parties shall endeavor to reach mutual agreements that will allow the normal functions of the premises to continue if possible during use by the lessee, but with the understanding that the lessee's voting place use must not be unreasonably hindered.

_____

Lessee Date

Stanly County Board of Elections

_____

Lessor Date